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11 Attorneys for Plaintiff  
12 COUPONS, INC.

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN JOSE DIVISION

16 COUPONS, INC.,

17 Plaintiff,

18 vs.

19 JOHN STOTTLEMIRE,

20 Defendant.

Case No. 5:07-CV-03457 HRL

**DECLARATION OF DENNIS M. CUSACK  
IN SUPPORT OF ADMINISTRATIVE  
MOTION TO FILE UNDER SEAL  
PURSUANT TO N.D. CAL. L.R. 79-5(d)**

Date: February 24, 2009  
Time: 10:00 a.m.  
Courtroom: 2  
Judge: Honorable Howard R. Lloyd

21 I, Dennis M. Cusack, declare as follows:

22 1. I am an attorney licensed to practice before all the courts of the State of California  
23 and a partner in the law firm of Farella Braun + Martel LLP, attorneys for Coupons, Inc. in this  
24 matter.

25 2. Mr. Stottlemire's Motion to Enforce requires Coupons to respond, in part, by  
26 describing the prejudice to Coupons from Mr. Stottlemire's breach of the confidentiality  
27 provision in the settlement agreement. The Court specifically asked Coupons to present such  
28 information to it. To respond to the Court's question, we are submitting the Declaration of  
Steven Boal, founder and CEO of Coupons, Inc. His declaration, in paragraphs 16-23, describes  
communications with clients and investors, their perceptions of the consequences of the  
settlement between Coupons and Mr. Stottlemire based on Mr. Stottlemire's mischaracterizations

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1 of the settlement terms, how Mr. Boal has been attempting to mitigate the damages resulting from  
2 those perceptions, and Mr. Boal's concerns that Mr. Stottlemire's false disclosures have  
3 negatively impacted Coupons. Obviously those communications were supposed to have been  
4 confidential because they relate to the negative impact of public disclosures.

5 3. It therefore would further prejudice Coupons vis-à-vis hackers, potential clients,  
6 existing clients and Coupons competitors to have these paragraphs of this declaration in the  
7 public record. Competitors could use these comments out of context to reinforce the very  
8 misperceptions that the confidentiality agreement was supposed to obviate. Even without  
9 competitors' mischief, the dissemination of these comments would continue to impact negatively  
10 on customers, potential customers and to encourage hackers.

11 4. There is a high probability that Mr. Stottlemire will make sure that Mr. Boal's  
12 declaration on prejudice receives wide distribution on the internet and elsewhere. He has blogged  
13 about his case from the outset, and has promised to continue doing so. We have every reason to  
14 believe that Mr. Stottlemire will attempt to use excerpts from Mr. Boal's declaration, out of  
15 context, to further Mr. Stottlemire's agenda.

16 5. I have personal knowledge of the foregoing and if called upon to testify thereto I  
17 can and would competently do so.

18 I declare under penalty of perjury under the laws of the United States that the foregoing is  
19 true and correct. Executed this 3d day of February, 2009, in San Francisco, California.

20  
21  
22 /s/  
23 \_\_\_\_\_  
Dennis M. Cusack